

A. G. Contract No. KR921916TRN
ECS File: JPA 92-79
Project: G 1050 20C
Section: Reconstruct Murphy Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 26 January, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

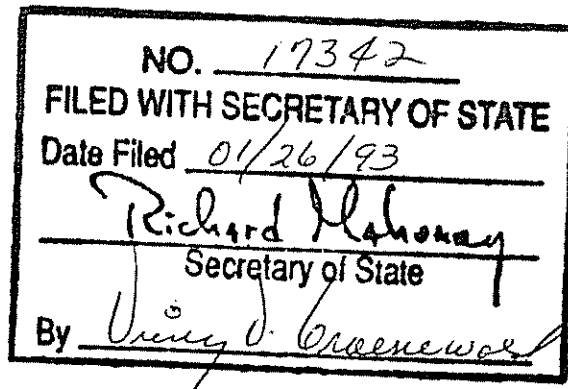
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Sections 11-251, 41-1513 and 28-1895 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County has requested Economic Strength Project (ESP) funds in the amount of \$230,000.00; the Arizona Department of Commerce and the Economic Development Commission have recommended the approval of such funds for the County, and the Transportation Board has approved the funding, for the reconstruction of approximately 2.5 miles of Murphy Road to provide improved access to a new automotive test track, and aid in the retention and development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE

1. The County will:

a. Insure the commitment of a minimum of \$269,282.00 funds to the Project and related improvements. Upon completion, accept the Project on behalf of the County and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$230,000.00.

c. The work under this contract shall be accomplished by the County with it's own forces. Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are wrongfully expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the invoice, advance the County ESP funds in the amount of \$230,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

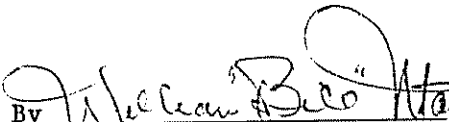
Pinal County
County Manager
PO Box 827
Florence, AZ 85232

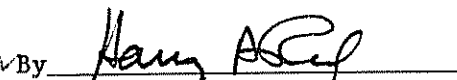
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


PINAL COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
WILLIAM "BILL" MATHIESON
Chairman, Board of
Supervisors

By 
HARRY A. REED
Director, Transportation
Planning Division

ATTEST:


By 
STAN GRIFFIS
Manager/Clerk of the Board

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RESOLUTION

BE IT RESOLVED on this 27th day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Pinal County for the purpose of conveying Economic Strength Development funds to the ^{County} Town for improvements to Murphy Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


for CHARLES E. COWAN
Director

RESOLUTION NO. 112392-JPA-92-79

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT IDENTIFIED AS JPA 92-79 WITH THE STATE OF ARIZONA, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR OBTAINING ECONOMIC STRENGTH PROJECT FUNDS FOR RECONSTRUCTION OF MURPHY ROAD

WHEREAS, Pinal County and the State of Arizona are desirous of encouraging development of local businesses; and

WHEREAS, Vorelco/Volkswagen of America is interested in developing an automotive test track facility in Pinal County, Arizona; and

WHEREAS, Pinal County is desirous of obtaining Economic Strength Project Funds to reconstruct approximately 2.5 miles of Murphy Road to provide improved access for said test track facility and encourage development of said facility in Pinal County; and

WHEREAS, State of Arizona is willing to pass through Economic Strength Project Funds for said reconstruction to Pinal County,

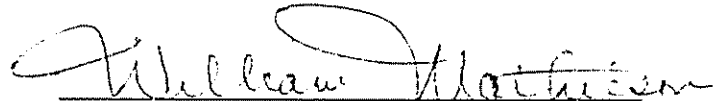
THEREFORE, BE IT RESOLVED:

That it is in the best interests of Pinal County to enter into Intergovernmental Agreement No. JPA 92-79 with the State of Arizona, by and through its Department of Transportation, for the purpose of obtaining Economic Strength Project Funds for the reconstruction of approximately 2.5 miles of Murphy Road to provide improved access to a new automotive test track facility and to aid in retention and development of local business.

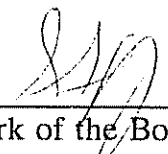
BE IT FURTHER RESOLVED:

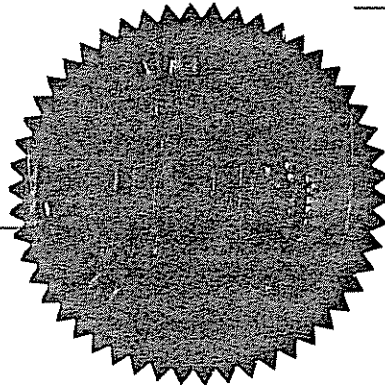
William Mathieson, as Chairman of the Pinal County Board of Supervisors is authorized to execute Intergovernmental Agreement No. JPA 92-79.

PASSED AND ADOPTED by the Board of Supervisors on this 23 day of November, 1992.


William Mathieson, Chairman

ATTEST:


Clerk of the Board



JPA 92-79

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed Intergovernmental Agreement No. JPA 92-79, between the State of Arizona, acting through the Department of Transportation, and Pinal County, and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 27th day of November, 1992.

ROY A. MENDOZA
PINAL COUNTY ATTORNEY

Patricia A. Grieb
Patricia A. Grieb
Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1916-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of January, 1993.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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